



Enterprise ArchiTechs, Inc.

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Contract Number: GS-35F-0240S

Business Size: Small Business

Contract Period: February 16, 2006 through February 15, 2016

Modification: A013, Effective 10/29/2009; PA-0002, PA-0004

Effective 11/10/2010; PA-0005 Effective 11/18/2010; PO-0007, Effective 12/02/2010; PO-0008 Effective 12/8/2010

General Services Administration - Federal Acquisition Service
Authorized Federal Supply Schedule PRICELIST
Schedule Contract 70 – General Purpose Commercial Information
Technology Equipment, Software & Services

SIN 132-32 TERM SOFTWARE LICENSE

SIN 132-32STLOC, SIN 132-32RC

SIN 132-51 INFORMATION TECHNOLOGY PROFESSIONAL SERVICES

SIN 132-51STLOC, SIN 132-51RC

FPDS Code: D306 ADP Systems Analysis Services

FPDS Code: D308 Programming Services

FPDS Code: D311 ADP Data Conversion Services

FPDS Code: D399 Other Information Technology Services, Not Elsewhere Classified

Special Item No. 132-61 Public Key Infrastructure (PKI) Shared Service Provider (SSP) Program

132-61STLOC, SIN 132-61RC

Note 1: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

Note 2: Offerors and Agencies are advised that the Group 70 – Information Technology Schedule is not to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.

Note 3: This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performance by the publisher or manufacturer or one of their authorized agents.

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA Advantage! System. Agencies can browse GSA Advantage! by accessing the Federal Acquisition Service's Home Page via the Internet at <http://www.fss.gsa.gov/>

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INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS

SPECIAL NOTICE TO AGENCIES: Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Supply Schedules Program. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service (www.fss.gsa.gov/). The catalogs/pricelists, GSA Advantage!™ and the Federal Supply Service Home Page (www.fss.gsa.gov/) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

FSS SIN(s): 132-51, SIN 132-32
Contract Number: GS-35F-0240S
Contract Period: February 16, 2006 through February 15, 2011
Contractors Name: Enterprise ArchiTechs, Inc.
Contractors Address: 475 Mark Drive, Simi Valley, CA 93065
Phone Number: (805) 578-2882
Fax Number: (805) 578-2881

1. GEOGRAPHIC SCOPE OF CONTRACT:

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

Offerors are requested to check one of the following boxes:

- ☐ The Geographic Scope of Contract will be domestic and overseas delivery.
- ☐ The Geographic Scope of Contract will be overseas delivery only.
- ☒ The Geographic Scope of Contract will be domestic delivery only.

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:

Ordering and Payment / Remittance Address:

Enterprise ArchiTechs, Inc.
475 Mark Drive
Simi Valley, CA 93065

For Technical and Ordering Assistance:

- Contact Mel Taylor at: 805.578.2882 / Cell 805.297.5050

Enterprise ArchiTechs, Inc. accepts credit cards for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Enterprise ArchiTechs, Inc. will accept credit cards for payments above the micro-purchase threshold. Enterprise ArchiTechs, Inc.'s bank account information for wire transfer payments will be shown on the invoice.

3. LIABILITY FOR INJURY OR DAMAGE

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

4. Statistical Data For Government Ordering Office Completion of Standard Form 279:

Block 9: G. Order/Modification Under Federal Schedule

Block 16: Data Universal Numbering System (DUNS) Number: **186617051**

Block 30: Type of Contractor - **- B. Other Small Business**

Block 31: Woman-Owned Small Business - **No**

Block 36: Contractor's Taxpayer Identification Number (TIN): **52-2381861**

4a. CAGE Code: **381Y3**

4b. Enterprise ArchiTechs, Inc. has registered with the Central Contractor Registration Database.

5. FOB: Destination

6. DELIVERY SCHEDULE:

a. TIME OF DELIVERY: Enterprise ArchiTechs, Inc. shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SIN or Nomenclature / DELIVERY TIME (Days ARO)

132-51 As negotiated between Enterprise ArchiTechs, Inc. and the Order Agency

Enterprise ArchiTechs, Inc. will process each government request for expedited delivery times on a case-by-case basis. Whenever possible, the governments requests will be honored.

b. URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

7. DISCOUNTS: Prices shown are NET Prices; Basic Discounts have been deducted.

- a. Prompt Payment:** NONE
- b. Quantity:** NONE
- c. Dollar Volume:** NONE
- d. Government Educational Institutions:** NONE
- e. Other:** NONE

8. TRADE AGREEMENTS ACT OF 1979, AS AMENDED:

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING: Not Applicable

10. SMALL REQUIREMENTS: The minimum dollar value of orders to be issued is \$ 100 .

11. MAXIMUM ORDER (All dollar amounts are exclusive of any discount for prompt payment.)

a. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:

Special Item Number 132-51 - Information Technology (IT) Professional Services

Special Item Number 132-32 Term Software License is \$500,000

12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

a. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS

REQUIREMENTS: Ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by the Contractor.

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):

Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS): Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Supply

Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2001)

- (a) Security Clearances:** The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) Travel:** The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. The Industrial Funding Fee does NOT apply to travel and per diem charges.

NOTE: Refer to FAR Part 31.205-46 Travel Costs, for allowable costs that pertain to official company business travel in regards to this contract.

- (c) Certifications, Licenses and Accreditations:** As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- (d) Insurance:** As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) Personnel:** The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) Organizational Conflicts of Interest:** Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) Documentation/Standards:** The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) Data/Deliverable Requirements:** Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) Government-Furnished Property:** As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) Availability of Funds:** Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any

option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

- (k) **Overtime:** For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES: Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See C.1.)

16. GSA Advantage!

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer;
- (2) Manufacturer's Part Number; and
- (3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is <http://www.gsaadvantage.gov>

17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated as open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f).

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, **only if-**

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
- (2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

- a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

- (1) Time of delivery/installation quotations for individual orders;
 - (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
 - (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.
- b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

19. OVERSEAS ACTIVITIES

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

NONE

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

20. BLANKET PURCHASE AGREEMENTS (BPAs)

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

21. CONTRACTOR TEAM ARRANGEMENTS

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The

proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8 or 132-9.

23. SECTION 508 COMPLIANCE.

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following:

The EIT standard can be found at: www.Section508.gov/.

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order –

(a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and

(b) The following statement:

This order is placed under written authorization from _____ dated _____. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

25. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

26. SOFTWARE INTEROPERABILITY.

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

27. ADVANCE PAYMENTS

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)

ENTERPRISE ARCHITECHS, INC. CORPORATE PROFILE

Enterprise ArchiTechs, Inc. is a small business that specializes in adding value to collaborative technologies. We start with the strongest products, and add our 10+ years of business and technology experience to deliver practical solutions for your business needs. We help our customers gain competitive advantage in their marketplaces.

From simple database applications to complex Enterprise Portals, we deliver the IT applications, infrastructure, and project management our customers use to improve security, collaboration, reliability, data access, and systems integration.

ENTERPRISE ARCHITECHS, INC. – TECHNOLOGY SERVICES

Enterprise ArchiTechs, Inc. offers a full range of professional services needed today by Government agencies to deliver system solutions that work effectively, improve performance, enhance the quality of service to customers. Enterprise ArchiTechs professional services cover all aspects of Information Technology (IT), including planning, analysis, design, development, testing, integration, and implementation of information systems and telecommunications networks. Below is a list of services we offer:

Application Development

- Lotus Notes client applications
- Domino web applications
- .NET
- Integration/Migration
- HTML
- J2EE
- Java
- ASP
- Websphere

Infrastructure Architecture, Management, and Administration

- Workplace Services Express (WSE)
- Lotus Notes/Domino messaging and web hosting
- IBM Websphere Portal
- Team Workplaces (Quickplace)
- Sametime
- DB2
- MS SQL
- IIS
- Windows 2000+

Program Management

- Large project management
- Project planning
- ROI analysis
- Executive assessments
- Business process reengineering

Sales Force Automation

TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-32)

1. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2. GUARANTEE/WARRANTY

a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.

See Attachment I containing the Enterprise ArchiTechs End User Software License Agreement for further terms and conditions.

Warranty Disclaimers. THE SOFTWARE AND THE DOCUMENTATION ARE PROVIDED "AS IS AND WHERE IS" AND WITHOUT WARRANTIES OF ANY KIND, EXPRESS, STATUTORY, OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. The entire risk as to the quality and performance of the Software and Documentation is with you. Should the Software or Documentation prove defective, you (and not ENTERPRISE ARCHITECHS, or any of its distributors, licensors, representative, or dealers) assume the entire cost of all necessary servicing or repair.

ENTERPRISE ARCHITECHS does not warrant that: (i) the functions contained in the Software will meet your requirements or operate in the combination that you may select for use; (ii) the operation of the Software will be uninterrupted or error free; or (iii) defects in the Software will be corrected. No oral or written statement by ENTERPRISE ARCHITECHS, or any of its distributors, licensors, representative, or dealers, shall create a warranty or increase the scope of this warranty.

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Any warranties that by law survive the foregoing disclaimers shall terminate sixty (60) days from the date you received the Software.

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

3. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 805.578.2882 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available during normal business hours of 8:00am – 5:00pm (PST), Monday - Friday.

4. SOFTWARE MAINTENANCE

a. Software maintenance service shall include the following:

Enterprise ArchiTechs, Inc. provides 6 months free online updates for personal users and 12 months free online updates for corporate users.

b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

5. PERIODS OF TERM LICENSES (132-32)

a. The Contractor shall honor orders for periods for the duration of the contract period or a lessor period of time.

b. Term licenses and/or maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.

c. Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or maintenance is to be continued during any remainder of the contract period.

d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

6. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE (Not Applicable)

a. The ordering activity may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the ordering activity the Contractor shall furnish, within ten (10) calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.

b. Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the ordering activity.

c. The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.

d. The price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to 4% of all term license payments during the period that the software was under a term license within the ordering activity.

7. TERM LICENSE CESSATION (Not Applicable)

a. After a software product has been on a continuous term license for a period of 16 * months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.

b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number I32-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

8. UTILIZATION LIMITATIONS - (132-32, 132-33, AND 132-34)

a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.

b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:

(1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.

(2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

(3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

(4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of disaster recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

(5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

See Attachment I containing Enterprise ArchiTechs' stated guidelines regarding multiple site licensing as described in the Enterprise ArchiTechs' End User Software License Agreement terms and conditions.

9. SOFTWARE CONVERSIONS - (132-32 AND 132-33)

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system , or from one computer system to another. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license (132-32), conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

10. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

11. RIGHT-TO-COPY PRICING

Subject to the terms and conditions set forth in this Enterprise ArchiTechs' End User Software License Agreement, Enterprise ArchiTechs Corp. ("ENTERPRISE ARCHITECHS") hereby grants you a non-exclusive, non-transferable, and indivisible right and license to use the Software and the related documentation (the "Documentation"), as set forth in this Agreement. You may reproduce, install, and use one license of the Software only on one designated computer and only in and for your own internal purposes and business operations. You may make a single copy of the Software for backup and archival purposes only and all Software copies you make must contain all proprietary notices included in the original. You may use the Documentation to assist in your use of the Software, but you may not make copies of the Documentation. You own the media, on which the Software is recorded, but not the Software itself or any copy of it. This license is not a sale of the original or any copy of the Software.

ENTERPRISE ARCHITECHS – SOFTWARE SOLUTIONS



Ei Dynamics is a business intelligence monitoring, reporting and alerting solution developed by Enterprise ArchiTechs, Inc (EA). With Ei Dynamics software businesses can completely automate their reporting, monitor and analyze their data, receive business alerts and quickly and easily setup workflow and business automation routines to reduce costs and save time.

Ei Dynamics' is broken down into three main product offerings:

Dynamic Alerts is a business monitoring and alerting system designed to intelligently monitor data across an entire enterprise regardless of database or system. Dynamic Alerts constantly monitors data based on straightforward user defined business rules and sends out notifications via email or text message whenever a rule is triggered. With Dynamic Alerts you don't have to worry about missing a deadline or having any unexpected surprises anymore.

Dynamic Reports is a report automation solution that incorporates Dynamic Alerts to allow companies to intelligently schedule, generate and distribute common enterprise reports. Dynamic Reports powerful reporting engine dynamically generates standard industry reports such as Crystal reports and SQL Reporting Services reports, RTF documents and any webpage or web based report. Additionally, Dynamic Reports powerful query engine provides the flexibility to analyze almost any data and take action based on user defined criteria. The fact that Dynamic Reports uses ODBC and OLEDB to communicate with data makes it useful to almost every company and virtually every data driven system.

Dynamic BPM (Business Process Management & Automation) is a process automation solution that brings everything together into one comprehensive suite of intelligent software. With Dynamic BPM not only can you read data and take action such as generating a report or sending an alert but you can also affect the underlying data by writing back to a database or triggering some other type of event or action. With Dynamic BPM we can create workflows and dependent processes to automate tasks otherwise done manually. With Dynamic BPM you can easily launch SQL Queries, launch .exe applications; post to webpage's or run custom .NET code using the VB.NET or C# runtime language.



GSA PRICING

Features	DYNAMIC ALERTS	DYNAMIC REPORTS	DYNAMIC BPM
BASE PRICE:	\$855.00	\$2,755.00	\$4,655.00
Business Alerts	X	X	X
Report Automation	Not available	X	X
Business Process Automation	Not available	Not Available	X
Client Licenses	1	1	1
Additional Licenses	Add \$475 each	Add \$570 each	Add \$760 each
Server Licenses	1	1	1
Additional Licenses	Not available	Not available	Add \$1,880 each
Datasource Connections	2	4	10
Additional Connections	Additional @ \$47.50 ea	Additional @ \$47.50 ea	Additional @ \$47.50 ea
SMS (Text Messages)	Add \$570	Add \$570	Add \$570
Twitter Messaging	Add \$570	Add \$570	Add \$570
Faxing	Not available	Add \$570	Add \$570
FTP	Not available	X	X
Advanced Web Tools	Not available	Not available	X
Maintenance & Support Annual maintenance fee includes software upgrades, unlimited email support and access to resources such as knowledge base.	15%	15%	15%

*Quantity Discount offered: 5% for 1-9 User Licenses; 10% for > 10 User Licenses



Airport Training & Tracking System

In September 2007, the FAA issued a call to action requesting the cooperation of all certified airports in implementing several safety initiatives. "All certified airports are asked to conduct mandatory, recurrent training for all who operate vehicles in the movement area. This extends beyond just the airport employees to include employees and tenants and contractors who operate in the movement area."

Every year there are accidents and incidents involving aircraft, pedestrians, and ground vehicles at airports that lead to property damage and injury, which may be fatal. Many of these events result from inadequate security measures, a failure to maintain visual aids, a lack of such aids, and inadequate vehicle operator training. Ground vehicle operation plans promote the safety of airport users by helping identify authorized areas of vehicle operation, outlining vehicle identification systems, addressing vehicle and operator requirements, and coordinating construction, maintenance, and emergency activities.

Enterprise ArchiTechs, Inc (EA) developed a web based training and tracking system specifically for airport runway incursion. The Airport Training and Tracking System application allows local and remote access to training materials and tests. Utilizing EA's library of over a hundred of pages of training material and questions, customers receive a training system in place quickly and customized to fit their specific needs. Training material can be in almost any form, including text, images, audio and video. Managing the recurrent training and testing program can be as large of a project as implementing it. To address this, we have included services to help customers get started as well as management notification features. Reports and/or emails can be automatically generated to help manage the training and testing.

Some of the benefits of this approach are: · Learn at your own pace (e.g. On-line Traffic Schools) · Validation of material completion · Validation of class completion · Home vs. Work time · Secured Training

GSA PRICING

Features	NON-HOSTED	HOSTED
BASE PRICE:	\$8,075.00	\$8,075.00
20 hours of data uploads	X	X
Report Automation	Available upon request	Available upon request
Business Process Automation	Available upon request	Available upon request
Monthly Hosting Hosting Fees	Not Available	\$141.55/mo plus \$4.75 per person/mo
SMTP Notifications & SMS (Text Messages)	Add \$2,375.00	Add \$2,375.00
Advanced Web Tools	Not Available	Available Upon Request – Pricing determined based upon requirements
Maintenance & Support Annual maintenance fee includes software upgrades, unlimited email support and access to resources such as knowledge base.	25%	25% plus monthly hosting fee

*Quantity Discount offered: 5% for 1-9 User Licenses; 10% for > 10 User Licenses

TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51)

1. SCOPE

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT Professional Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2. PERFORMANCE INCENTIVES I-FSS-60 Performance Incentives (April 2000)

- a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract.
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

3. ORDER

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

4. PERFORMANCE OF SERVICES

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

6. INSPECTION OF SERVICES

The Inspection of Services—Fixed Price (AUG 1996) (Deviation 1 – May 2003) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection—Time-and-Materials and Labor-Hour (May 2001) (Deviation 1 – May 2003) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

7. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Deviation – Dec 2007) Rights in Data – General, may apply.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite ITProfessional Services.

9. INDEPENDENT CONTRACTOR

All ITProfessional Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

11. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for ITProfessional services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (OCT 2008) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (OCT 2008) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition As prescribed in 16.601(e)(3), insert the following provision:

(a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.

(b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—

(1) The offeror;

- (2) Subcontractors; and/or
- (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

13. RESUMES

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

14. INCIDENTAL SUPPORT COSTS

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

15. APPROVAL OF SUBCONTRACTS

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

16. DESCRIPTION OF IT PROFESSIONAL SERVICES AND PRICING

ENTERPRISE ARCHITECHS LABOR CATEGORY RATES

Special Item Number 132-51 – IT Professional Services
See following Full Labor Category Descriptions

SIN #	Labor Category Title	GSA Hourly Rate
132-51	Project Manager	\$92.00
132-51	Architect/BP Engineer	\$92.00
132-51	Senior Application Developer	\$92.00
132-51	Network Systems Administrator	\$124.20
132-51	Database Administrator	\$124.20

ENTERPRISE ARCHITECTS LABOR CATEGORY DESCRIPTIONS

Project Manager

Minimum/General Experience:

5+ years experience in project management with expertise in a Lotus Notes and Domino software development environment. Must be highly adept at project management, leading technology teams, gathering business requirements, planning, designing, developing and analyzing Lotus Notes/Domino databases.

Functional Responsibility:

Has overall responsibility for ensuring projects are well planned, executed, tested, and accepted by the customer. Will act as the customer's primary contact. Will be responsible for maintaining all documentation including specifications, SOW's, project plans, test plans, and time sheets. Must have excellent communication skills and a proven ability to push projects to completion on time and within budget.

Minimum Education:

A Bachelor's degree in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline.

- With a Master's Degree (in the fields described in Minimum Education above): one year of general experience of operations experience on a large-scale information system or multi-server local area network.
- With five years of general experience of which the last 2 years must be specialized experience, a degree is not required.

Architect/BP Engineer

Minimum/General Experience:

10 years experience with proven problem solving skills.

Functional Responsibility:

Involved during the early phases of an application development project. Will be the specification author. Ensure the customer's problem is adequately documented and the specification provides a solution to that problem. Ensure the development method (platform, language, etc.) are appropriate for the solution. Must maintain and report knowledge of the customer's business industry (Financial, Entertainment, Manufacturing, etc.). Must have excellent communication and organizational skills.

Minimum Education:

A Bachelor's degree in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline.

- With a Master's Degree (in the fields described in Minimum Education above): one year of general experience of operations experience on a large-scale information system or multi-server local area network.
- With five years of general experience of which the last 2 years must be specialized experience, a degree is not required.

Senior Application Developer

Minimum/General Experience:

10+ years of multi-platform software development experience. Specialist in collaborative applications using Lotus Domino, Sametime, Domino.Doc and Quickplace.

Functional Responsibility:

Designs and programs collaborative business applications, capture client requirements and develop system specifications, prepare project plans, serve as a lead technologist for team and assigned projects, provide help desk/technical support for system software applications, ensure that all deliverables and client expectations are met, help develop the skills of team members, and train users and personnel on all implemented Domino applications.

Minimum Education:

A Bachelor's degree in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline.

- With a Master's Degree (in the fields described in Minimum Education above): one year of general experience of operations experience on a large-scale information system or multi-server local area network.
- With five years of general experience of which the last 2 years must be specialized experience, a degree is not required.

Network Systems Administrator

Minimum/General Experience:

B.S. Degree with minimum of 8 years experience in computer science, information science, or management information systems OR Associate degree with professional certification and 6 years related work experience.

Functional Responsibility:

Diagnose hardware and software problems, and replace defective components. Perform data backups and disaster recovery operations. Maintain and administer computer networks and related computing environments, including computer hardware, systems software, applications software, and all configurations.

Plan, coordinate, and implement network security measures in order to protect data, software, and hardware. Operate master consoles in order to monitor the performance of computer systems and networks, and to coordinate computer network access and use. Perform routine network startup and shutdown procedures, and maintain control records. Monitor network performance in order to determine whether adjustments need to be made, and to determine where changes will need to be made in the future.

Provide the hardware, software, people, policies and procedures to create, manage, distribute, use, store and revoke digital certificates through means of Certificate Authority/Public Key Infrastructure CA/PKI program. Understanding of binding process through registration and issuance for integration into software and for human supervision. Analyzes most appropriate CA piece of software for deployment of PKI from among the many solutions on the market.

Gather data pertaining to customer needs, and use the information to identify, predict, interpret, and evaluate system and network requirements. Analyze equipment performance records in order to determine the need for repair or replacement. Maintain logs related to network functions, as well as maintenance and repair records. Research new technology in order to recommend its future implementation or replacements/upgrades.

Design, configure, and test computer hardware, networking software and operating system software. Recommend changes to improve systems and network configurations, and determine hardware or software requirements related to such changes. Coordinate with vendors and with company personnel in order to facilitate purchases. Respond to network users about how to solve existing system problems. Training clients in computer and network system use and administration.

Database Administrator

Minimum/General Experience:

B.S. Degree with minimum of 8 years experience in computer science, information science, or management information systems. Master's degree in business administration (MBA) with a concentration in information systems plus 4 years of relevant work experience as DBA or network administrator preferred. Certifications include: MCTS, MCITP, MVP are a plus.

Functional Responsibility:

Responsible for providing operational database services to the organization. Production database support role with primary responsibilities of owning, tracking and resolving database related incidents and requests, fulfilling requests and resolving incidents within SLAs, setting up appropriate SLAs, reviewing service related reports (e.g: database backups, maintenance, monitoring) on a daily basis or schedule agreed upon with the customer to ensure service related issues are identified and resolved within established SLAs, responding to database related alerts and escalations and working with database engineering to come up with strategic solutions to recurring problems, automation of mission critical service related reports and system usage & performance. Focus will be on managing and resolving issues in alignment with the established SLAs, establishing and maintaining communication with technology customers to keep them updated with status of their requests, initiating and performing changes on production systems and proactively escalating any issues that cannot be resolved within established timeframes or scope of job duties.

Other Requirements:

- Experience with Database Administration for MSSQL Server Oracle, DB2.
- Experience in troubleshooting and resolving database problems.
- Experience in Performance Tuning and Optimization (PTO), using native monitoring and troubleshooting tools.
- Knowledge of High Availability (HA) and Disaster Recovery (DR) options for MSSQL Server.
- Experience in implementing operational automation using scripts.
- Knowledge of indexes, index management, and statistics.
- Experience working with Windows server, including Active Directory and proper disk configurations.
- Good communication and documentation skills.

TERMS AND CONDITIONS APPLICABLE TO AUTHENTICATION PRODUCTS AND SERVICES (SPECIAL ITEM NUMBER 132-61)

1. ORDER

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering authentication products and services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.
- c. When placing an order, ordering activities may deal directly with the contractor or ordering activities may send the requirement to the Program Management Office to receive assisted services for a fee.

2. PERFORMANCE OF SERVICES

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of the Services under SINs 132-60 A-E, 132-61 and 132-62 must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

3. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)

- a. The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-
 - (1) Cancel the stop-work order; or
 - (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- b. If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-
 - (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

c. If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

d. If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

4. INSPECTION OF SERVICES

The Inspection of Services–Fixed Price (AUG 1996) (Deviation – May 2003) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection–Time-and-Materials and Labor-Hour (MAY 2001) (Deviation – May 2003) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

5. RESPONSIBILITIES OF THE ORDERING ACTIVITY

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite services.

6. INDEPENDENT CONTRACTOR

All services performed by the Contractor under the terms of this contract shall be an independent Contractor, and not as an agent or employee of the ordering activity.

7. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

8. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for products and/or services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

9. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor-hour orders placed under this contract.

11. INCIDENTAL SUPPORT COSTS

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

12. APPROVAL OF SUBCONTRACTS

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

13. DESCRIPTION OF AUTHENTICATION PRODUCTS, SERVICES AND PRICING

a. The Contractor shall provide a description of each type of Authentication Product and Service offered under Special Item Numbers 132-60A-E, 132-61 and/or 132-62. Authentication Products and Services should be presented in the same manner as the Contractor sells to its commercial and other ordering activity customers. .

b. Pricing for all Authentication Products and Services shall be in accordance with the Contractor's customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices.

The following is an example of the manner in which the description of a commercial job title should be presented:

USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE

Enterprise ArchiTechs, Inc. provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact **Mel Taylor at 805.578.2882, mel.taylor@earchitech.com.**

BASIC GUIDELINES FOR USING “CONTRACTOR TEAM ARRANGEMENTS”

Federal Supply Schedule Contractors may use “Contractor Team Arrangements” (see FAR 9.6) to provide solutions when responding to a ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions of the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customers needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules “Team Solution” to meet the customer’s requirement.
- Customers make a best value selection.

BEST VALUE BLANKET PURCHASE AGREEMENT FEDERAL SUPPLY SCHEDULE

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (ordering activity) and (Contractor) enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) GS-35F-XXXXX.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism **for the Government that works better and costs less.**

Signatures

Ordering Activity

Date

Contractor

Date

BPA NUMBER_____

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s) GS-35F-XXXXX, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

- (1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE
_____	_____
_____	_____
_____	_____

- (2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

- (3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be _____.

- (4) This BPA does not obligate any funds.

- (5) This BPA expires on _____ or at the end of the contract period, whichever is earlier.

- (6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

- (7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

- (8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);
- (e) Purchase Order Number;
- (f) Date of Purchase;
- (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
- (h) Date of Shipment.

- (9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

- (10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

Attachment I - Enterprise ArchiTechs Corp

END USER SOFTWARE LICENSE AGREEMENT

IMPORTANT: PLEASE READ THIS ENTERPRISE ARCHITECHS' END USER SOFTWARE LICENSE AGREEMENT (THIS, "AGREEMENT") CAREFULLY BEFORE INSTALLING OR OTHERWISE USING THE SOFTWARE (THE "SOFTWARE"). BY CLICKING ON THE "YES" BUTTON YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT, CLICK ON THE "NO" BUTTON TO TERMINATE ALL INSTALLATION PROCESS.

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Irvine, California 92816.

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10. Governing Law and Interpretation. This Agreement shall be interpreted under and governed by the laws of the State of California, without regard to its rules governing the conflict of laws.

11. Severability. If any provision of this Agreement is held invalid for whatever reason by any arbitrator, court, governmental agency, body, or tribunal, the remaining provisions of this Agreement shall continue in full force and effect. Upon any such determination of invalidity, the parties shall negotiate in good faith to replace the invalid provision with a valid provision that effects the original intent of the parties as closely as possible in a mutually acceptable manner.

12. Entire Agreement. This Agreement supersedes all prior contracts, agreements, or commitments either written or oral presently existing between the parties with respect to the subject matter hereof, and renders them null and void and of no effect. This Agreement constitutes the entire understanding between the parties, this Agreement may not be altered, amended, or modified except by a writing, duly executed by the duly authorized officers or representatives of each party.

13. ADVICE OF COUNSEL. YOU ACKNOWLEDGE, CONFIRM, AND AGREE THAT YOU HAVE READ AND UNDERSTOOD THE MEANING AND EFFECT OF EACH AND EVERY PROVISION OF THIS AGREEMENT, AND ANY THIRD PARTY SOFTWARE LICENSE AGREEMENT, IF ANY, WAS AFFORDED THE OPPORTUNITY TO CONSULT

IN ITS NATIVE LANGUAGE WITH AN ADVISOR OF YOUR OWN CHOOSING, AND WERE AFFORDED THE OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL OF YOUR OWN CHOOSING PRIOR TO THE ACCEPTANCE HEREOF.